

CITY OF CENTRAL, COLORADO
NOTICE OF A SPECIAL MEETING of the CITY COUNCIL to be held on
Friday, February 26, 2016 @ 7:00 p.m.
141 Nevada Street, Central City, Colorado
AGENDA

The City Council meeting packets are prepared several days prior to the meetings and available for public inspection at City Hall during normal business hours the Monday prior to the meeting. This information is reviewed and studied by the City Council members, eliminating lengthy discussions to gain basic understanding. Timely action and short discussion on agenda items does not reflect lack of thought or analysis. Agendas are posted on the City's website, the City Hall bulletin board and at the Post Office the Friday prior to the Council meeting.

7:00pm Council Meeting

1. Call to Order.

2. Roll Call.

Mayor	Ron Engels
Mayor ProTem	Kathy Heider
Council members	Shirley Voorhies
	Judy Laratta
	Jeff Aiken

3. Pledge of Allegiance

4. Additions and/or Amendments to the Agenda.

5. Conflict of Interest.

PUBLIC FORUM/AUDIENCE PARTICIPATION – *(public comment on items on the agenda not including Public Hearing items):* the City Council welcomes you here and thanks you for your time and concerns. If you wish to address the City Council, this is the time set on the agenda for you to do so. When you are recognized, please step to the podium, state your name and address then address the City Council. Your comments should be limited to **three (3) minutes per speaker**. The City Council may not respond to your comments this evening, rather they may take your comments and suggestions under advisement and your questions may be directed to the City Manager for follow-up. Thank you.

ACTION ITEMS: NEW BUSINESS –

Resolution No. 16-11: A resolution of the City Council of the City of Central, Colorado, approving a Memorandum of Understanding regarding Law Enforcement Services with the Gilpin County Sheriff's office. (Miera)

ADJOURN. Next Council meeting March 15, 2016.



AGENDA ITEM # 7

CITY COUNCIL COMMUNICATION FORM

FROM: Daniel R. Miera, City Manager

DATE: February 26, 2016

ITEM: Resolution No. 16-11: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO, APPROVING A MEMORANDUM OF UNDERSTANDING REGARDING LAW ENFORCEMENT SERVICES WITH THE GILPIN COUNTY SHERIFF'S OFFICE.

NEXT STEP: Council Action

ORDINANCE
 MOTION
 INFORMATION

I. REQUEST OR ISSUE:

The proposed resolution approves a Memorandum of Understanding (MOU) between the City of Central ("City") and the Gilpin County Sheriff's Office ("GCSO") for the provision of assistance to the Central City Police Department ("CCPD") with respect to law enforcement services.

II. RECOMMENDED ACTION / NEXT STEP:

Move to approve Resolution 16-11.

III. FISCAL IMPACTS:

The compensation for the services under the MOU is proposed at a base rate of twenty-five dollars (\$25.00) per hour during applicable coverage period(s). This amount is approximately equal to the hourly rate of a Central City Police Officer, compensated at the minimum level within the approved salary range in FY16 for a Central City Police Officer position. That hourly rate does not include benefits or other operational costs otherwise incurred when considering law enforcement service costs.

Additional consideration may be given under circumstances that call for greater levels of service (e.g. holiday coverage, additional officers, etc.). Aside from the two (2) most recent vacancies created within the Police Department, following the resignations of Officer Young and Officer Barthlome, there are also two (2) additional unfilled Police Officer positions currently authorized in the CY Budget. As such, there are adequate funds within the CY CCPD budget to cover the anticipated costs related to the proposed MOU.

Another proposed measure of consideration under the Agreement is the provision for the possible use of a CCPD vehicle. The City currently has five (5) police service (patrol) vehicles within its fleet; however, the CCPD only has four (4) officers at this time, including the Chief. Moreover, given the current CCPD staffing shortage, it is likely that the City will not have more than one (1) CCPD officer working a patrol shift at any given time. As such, allowing the GCSO to use one (1) of the CCPD patrol vehicles will not have an adverse impact on the City's operations.

IV. BACKGROUND INFORMATION:

In mid-2015, the City began to explore options for obtaining assistance with law enforcement services to address its inability to provide complete 24-7 service coverage within the City. Understanding that the GCSO also faced similar challenges in providing complete 24-7 service within the County, including its southern coverage area, the two entities recognized there was a potential opportunity to develop a program that could be of mutual benefit to both agencies, as well as the overall community.

After several informal staff-level discussions (and one Executive Session discussion with City Council on January 5, 2016), it became evident that the potential opportunity for a mutually beneficial program might involve an IGA that could ultimately transfer most (or possibly all) City law enforcement services to the County. Unfortunately, once this news surfaced, the CCPD staffing challenges increased.

Despite continued efforts over the years (including increased funding), properly staffing and operating a 24-7 program continued to be extremely challenging for the Department. And now, suffice it to say; those pre-existing staffing issues were exacerbated by a couple recent resignations. As of mid-February 2016, the CCPD only had four (4) police officers on staff (including the Chief of Police), and potentially only three (3) of those officers could cover patrol shifts; an untenable situation that highlighted the City's capacity (or the lack thereof) to fulfill its most basic law enforcement responsibilities. Due to the serious nature of these circumstances, the City Council discussed possible options for addressing this growing liability during an Executive Session on February 16, 2016. As a result, staff was directed to explore the possibilities of securing assistance from the GCSO and/or the Black Hawk Police Department ("BHPD") to address the anticipated "service gap" coverage with respect to the City's operations.

Managerial staff made contact with the aforementioned agencies to request the desired assistance. And, although both agencies offered their support and assistance, only the GCSO was able to formally commit to providing the specific (and substantial) "service gap" coverage through a dedicated MOU, thereby supplementing the existing Mutual Aid Agreements already in place between the agencies. For nominal consideration, the GCSO is willing to provide basic service coverage for approximately 14 hours per day, three (3) days per week (the timeframes CCPD can no longer cover). The proposed MOU is intended to formalize an arrangement that has already been implemented by the GCSO in response to the current state of affairs (as an emergency measure). Without this informal assistance, or the approval of this formally proposed MOU, the CCPD cannot provide 12-7 coverage, much less 24-7 coverage.

A very important point to note is that this proposed MOU is not the IGA that has been previously (recently) discussed. That document (IGA) has not yet been drafted, and therefore, it has yet to be presented to the City Council or County Commission for their respective review and consideration; however, the process for developing that proposed document is still in-progress. On a related note, it must also be clarified that the GCSO is not attempting, nor would it be reasonable to expect them, to provide the same level of services that could otherwise be expected under an IGA. Without considerable compensation, and corresponding staffing increases, the GCSO cannot provide full-time coverage using personnel specifically dedicated to operations within Central City limits (as would be expected under any proposed IGA). Nevertheless, the coverage that the GCSO can provide under the proposed MOU is far greater than what the CCPD could otherwise provide given its current staffing levels. Even if the CCPD could cover its "service gaps" with "on-call" coverage (which it can no longer accomplish), the response times for any calls during those periods would likely be longer for CCPD staff than the response times that could be attainable by the GCSO under the proposed MOU.

V. **LEGAL ISSUES:** The City Attorney has drafted/reviewed the proposed MOU, and there are no legal issues. Insurance coverage relating to the GCSO using a CCPD vehicle while providing services under the proposed MOU has been reviewed and approved by CIRSA.

VI. **CONFLICTS OR ENVIRONMENTAL ISSUES:** None

VII. **SUMMARY AND ALTERNATIVES:**

Council may take one of the following actions:

1. Move to Approve.
2. Move to Approve with Amendments.
3. Move to Continue to a date certain.
4. Move to Table.

**CITY OF CENTRAL, COLORADO
RESOLUTION NO. 16-11**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTRAL,
COLORADO, APPROVING A MEMORANDUM OF UNDERSTANDING
REGARDING LAW ENFORCEMENT SERVICES WITH THE
GILPIN COUNTY SHERIFF'S OFFICE**

WHEREAS, pursuant to C.R.S. § 29-1-203(1), governmental entities are authorized to cooperate with one another to provide any function or service lawfully authorized to each; and

WHEREAS, Gilpin County maintains the Gilpin County Sheriff's Office ("GCSO") and the City maintains the Central City Police Department ("CCPD"); and

WHEREAS, GCSO and the City desire to enter into a Memorandum of Understanding Regarding Law Enforcement Services in substantially the form attached hereto as **Exhibit 1** (the "MOU"), in order to authorize GCSO to provide law enforcement services within the City; and

WHEREAS, CCPD has reviewed and consented to the MOU; and

WHEREAS, the CCPD currently needs assistance with covering certain CCPD shifts; and

WHEREAS, the GCSO currently maintains greater and more substantive staffing levels than CCPD; and

WHEREAS, both the GCSO and the CCPD are committed to supporting citizens and business owners through exceptional service, to work with residents to provide a safe community, and to provide an enjoyable quality of life for all citizens.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO, THAT:

Section 1. The City Council hereby approves the MOU attached to this Resolution in substantially the form attached as **Exhibit 1**, authorizes the City Manager, in consultation with the City Attorney, to make such changes as may be needed to correct any nonmaterial errors or language that do not increase the financial obligations of the City, and authorizes the City Manager to execute the MOU on behalf of the City.

Section 2. In accordance with the terms of the MOU, the City Manager shall be authorized to coordinate with the Sheriff or the Sheriff's designee to adjust the service schedule set forth in the MOU on an as-needed basis in order to ensure that adequate law enforcement coverage is available to the residents and business owners within the City.

Section 3. **Effective Date.** This Resolution shall take effect upon its approval by the City Council.

ADOPTED THIS ____ DAY OF FEBRUARY, 2016.

CITY OF CENTRAL, COLORADO

By: _____
Ronald E. Engels, Mayor

ATTEST:

APPROVED TO FORM:

By: _____
Reba Bechtel City Clerk

By: _____
Marcus A. McAskin, City Attorney

Resolution Exhibits:

Exhibit 1 – Memorandum of Understanding for Law Enforcement Services

**MEMORANDUM OF UNDERSTANDING REGARDING
LAW ENFORCEMENT SERVICES**

This Memorandum of Understanding Regarding Law Enforcement Services (“MOU”) is made and entered into by and between the County of Gilpin, Gilpin County Sheriff’s Office (“GCSO”) and the City of Central, Colorado, a home rule municipal corporation of the State of Colorado (the “City”) on behalf of the Central City Police Department (“CCPD”).

WITNESSETH

WHEREAS, pursuant to C.R.S. § 29-1-203(1), governmental entities are authorized to cooperate with one another to provide any function or service lawfully authorized to each; and

WHEREAS, Gilpin County maintains the GCSO and the City maintains the CCPD; and

WHEREAS, GCSO and the City desire to enter into this MOU with the acknowledgment and consent of the CCPD; and

WHEREAS, the City currently needs assistance with covering certain CCPD shifts; and

WHEREAS, the GCSO currently maintains greater and more substantive staffing levels than the CCPD; and

WHEREAS, both the GCSO and the CCPD are committed to supporting citizens and business owners through exceptional service, to work with residents to provide a safe community, and to provide an enjoyable quality of life for all citizens; and

WHEREAS, the Parties recognize that cooperative and coordinated multi-jurisdiction law enforcement represents an effective and efficient way to impact criminal activity and to alleviate the strain on law enforcement resources devoted to problems related to normal fluctuations in staffing levels; and

WHEREAS, the City and Gilpin County, acting by and through its Board of County Commissioners (“BOCC”) may, at a future date, commence formal discussions regarding a formal intergovernmental agreement regarding the provision of law enforcement services within Central City; and

WHEREAS, to date no such formal intergovernmental agreement or other related documentation has been drafted; and

WHEREAS, the primary purpose of this MOU is to establish an understanding between the City and the GCSO that will permit the GCSO to assist the CCPD with covering certain CCPD shifts and/or assisting the CCPD on an as-needed basis to address fluctuations in CCPD’s staffing levels; and

WHEREAS, it is neither the purpose nor intent of this MOU to designate the GCSO as

the sole provider of law enforcement within the City or to otherwise replace the City police department as the primary law enforcement agency of the City.

NOW, THEREFORE, in consideration of the mutual promises and agreements of the Parties contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Purpose. The purpose of this Memorandum of Understanding is to set forth, define and establish mutual agreements, understandings, and obligations by and between the GCSO and the City of Central, Colorado, on behalf of the CCPD to provide law enforcement services within the corporate boundaries of the City when backup or emergency law enforcement services are needed or requested by the City.

2. Effective Date. This MOU will begin as of the date of mutual execution by the Parties (the "Effective Date") and shall remain in effect until rescinded by one or both of the Parties. Any signatory to this MOU may terminate the same by delivering a ninety (90) day written notice of termination, signed by its designated representatives, to the other parties at the addresses set forth in Paragraph 17 below.

3. Preliminary Service Schedule. The preliminary schedule of when the City will need law enforcement services to be provided by the GCSO to support the CCPD is attached in **Exhibit A**, attached hereto and incorporated by reference. The City Manager and the GCSO Sheriff or his designee shall at all times be authorized to amend the schedule set forth in **Exhibit A** on an as-needed basis. Amendments to the schedule set forth in **Exhibit A** shall not require a written addendum to this MOU.

4. Compensation. Routine and common law enforcement services will be compensated at the rates set forth in **Exhibit B** to this MOU. During special events, holidays or other circumstances when the GCSO may be required to hire additional law enforcement patrol officers or otherwise have other officers on-call to assist with GCSO's obligations under this MOU, the City will compensate the GCSO at the special rate(s) set forth in **Exhibit B** to this MOU. Other than the hourly rates set forth in this MOU, no additional payment shall be required for the providing of the law enforcement services by the GCSO to the City, as the Parties have jointly determined that such services are in the best interests of both Parties in protecting public safety and providing a high level of service to residents and businesses within Gilpin County. The hourly rates for GCSO law enforcement officers may periodically change during the term of this MOU. The City Manager and the GCSO Sheriff shall at all times be authorized to amend the normal or special rates set forth in **Exhibit B**. The agreed upon amount will be authorized through a written addendum to this MOU. If and as required, the Sheriff's designee shall ensure that invoices for law enforcement services provided to the City and calculating the proper compensation are completed and submitted to the City Manager for payment. The City will issue funds to pay for such law enforcement services provided by GCSO officers or personnel within thirty (30) days of the date on which the invoice is received by the City Manager. GCSO will be responsible for paying its employees; the City will at no time direct payments to individual officers. In addition to the compensation addressed in this Paragraph 4, the GCSO shall be authorized to use one (1) CCPD patrol vehicle during the term

of this MOU. The GCSO shall be provided the use of a CCPD patrol vehicle at no charge. Any GCSO officer using the CCPD patrol vehicle shall constitute an authorized driver of the vehicle and the City shall continue to maintain the City's automobile/physical damage coverage policy of insurance on all CCPD patrol vehicles, at no cost to the GCSO.

5. Commitment to Continue to Negotiate in Good Faith Toward IGA. The Parties acknowledge that as of February 26, 2016, no formal documentation has been proposed between the City and the GCSO or Gilpin County regarding GCSO providing law enforcement services to the City on an interim or permanent basis. However, the City and GCSO representatives agree to work in good faith during the term of this MOU to negotiate a proposed intergovernmental agreement for law enforcement services for consideration and possible action by the City and County, if the parties determine such arrangement to be in the best interests of the citizens and taxpayers of Gilpin County and Central City.

6. Policies and Procedures. Nothing in this MOU is intended to replace any policies or procedures established and used by CCPD and GCSO.

7. No Waiver of Governmental Immunity. Nothing in this MOU shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the GCSO, BOCC, the City or the CCPD, or any of their respective officials, employees, contractors or agents, or any other person acting on behalf of any of the signatories to this MOU and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.

8. No Enforcement of Municipal Ordinances. The GCSO shall have no authority to enforce City Ordinances and nothing appearing in this MOU shall be construed as granting such authority.

9. Relationship of Parties. The Parties have entered into this MOU as separate entities and shall maintain such status throughout the entire term of this MOU.

10. Modification. This MOU may be modified, amended, changed or terminated, in whole or in part, only by an addendum in writing duly authorized and executed by the Parties. No consent of any third party shall be required for the negotiation and execution of any such addendum.

11. Severability. In the event any provision of this MOU is declared or determined to be unlawful, invalid or unconstitutional, such declaration shall not affect in any manner, the legality of the remaining provisions of this MOU, and each provision of the MOU will be and is deemed to be separate and severable from each other provision.

12. Jurisdiction. This MOU is made in and subject to the laws of the State of Colorado. Any disputes shall be brought in the District Court in and for the County of Gilpin, State of Colorado.

13. No Third Party Beneficiaries. The benefits and burdens of the MOU shall inure solely to the Parties. There are no third-party beneficiaries of this MOU.

14. Subject to Annual Appropriation. Consistent with Article X, Section 20 of the Colorado Constitution, any financial obligations of either party not to be performed during the current fiscal year are subject to annual appropriation.

15. No Waiver. No waiver of any of the provisions of this MOU shall be deemed to constitute a waiver of any other of the provisions of this MOU, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

16. No Personal or Contractual Liability. No elected official, director, officer, agent or employee of any of the signatories to this MOU shall be charged personally or held contractually liable under any term or provision of this MOU, or because of any breach thereof, or because of his or her execution or approval of this MOU.

17. Notice. Any notice or demand under the terms of this MOU shall be addressed to the signatories to this MOU at the addresses set forth below:

Gilpin County/BOCC
Attn: County Manager
P.O. Box 366
203 Eureka
Central City, CO 80427

City of Central
Attn: City Manager
P.O. Box 249
141 Nevada Street
Central City, CO 80427

Gilpin County Sheriff's Office
Attn: Sheriff
2960 Dory Hill Rd, Suite 300
Black Hawk, CO 80422

Central City Police Department
Attn: Police Chief
P.O. Box 249
141 Nevada Street
Central City, CO 80427

All notices or documents delivered or required to be delivered under the provisions of this MOU shall be deemed received one (1) day after hand delivery or three (3) days after mailing. Any signatory set forth above, by written notice so provided, may change the address to which future notices under this MOU shall be sent.

18. Counterpart Execution. This MOU may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding Regarding Law Enforcement Services, to be effective as of the Effective Date set forth above. By the signature of each of their respective representatives below, the GCSO, the City and the CCPD each affirm that they have taken all necessary and proper action to authorize their respective representatives to execute this MOU.

GILPIN COUNTY SHERIFF'S OFFICE

By: _____
Bruce Hartman, Sheriff

CITY OF CENTRAL, COLORADO

By: _____
Daniel R. Miera, City Manager,
Authorized Pursuant to Resolution
No. 16-11

ACKNOWLEDGED BY:

CENTRAL CITY POLICE DEPARTMENT

By: _____
Terry Krelle, Police Chief

THE FOREGOING MEMORANDUM OF
UNDERSTANDING IS HEREBY RATIFIED AND
APPROVED THIS ____ DAY OF _____, 2016, BY
THE BOARD OF COUNTY COMMISSIONERS OF THE
COUNTY OF GILPIN.

By: _____
Chair

Exhibit A
Preliminary Schedule

[insert]

Exhibit B
Compensation / Payment

Pursuant to Paragraph 4 of the MOU, the compensation rate for normal (ROUTINE AND COMMON) services shall be:

1. For non-supervisory services by GCSO officers \$25.00 per hour or portion of hour; and
2. For supervisory services GCSO officers NA dollars per hour or portion of hour.

Pursuant to Paragraph 4 of the MOU, the compensation rate for special (SPECIAL EVENTS, HOLIDAYS, AND SIMILAR) services shall be:

1. For non-supervisory services by GCSO officers \$ _____ per hour or portion of hour;
and
2. For supervisory services GCSO officers NA dollars per hour or portion of hour.